

Serial No. DACW 33 67-B-0036

SPECIFICATIONS  
FOR  
MAINTENANCE DREDGING  
IN  
MILFORD HARBOR  
CONNECTICUT

3 February 1967

DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION  
CORPS OF ENGINEERS WALTHAM, MASSACHUSETTS

**NED** NEW ENGLAND DIVISION



**Wear Your  
HARD  
HAT**

*"a  
little care  
makes  
mishaps rare"*



**The Head You Save  
WILL BE  
YOUR OWN**



**U.S. ARMY CORPS OF ENGINEERS**

Serial No. DACW 33 67-B-0036

TABLE OF CONTENTS

INVITATION FOR BIDS

PART I	- SPECIAL PROVISIONS
PART II	- TECHNICAL PROVISIONS
	BID FORM

Serial No. DACW-33-67-B-  
0036

INVITATION FOR BIDS  
(CONSTRUCTION CONTRACT)

DATE

3 February 1967

NAME AND LOCATION OF PROJECT

Maintenance Dredging in Milford  
Harbor, Connecticut

DEPARTMENT OR AGENCY

Department of the Army  
Corps of Engineers

By (Issuing Office)

Division Engineer  
Department of the Army  
New England Division, Corps of Engineers  
424 Trapelo Road, Waltham, Massachusetts 02154

Sealed bids in duplicate for the work described herein will be received until

2:00 P.M., E.S.T. January 1967 at U. S. Army Engineer Division, New  
England, 424 Trapelo Road, Waltham, Mass., and at that time publicly opened.  
Information regarding bidding material, bid guarantee, and bonds:

1. Bids may be mailed to: The Division Engineer, New England Division,  
Corps of Engineers, 424 Trapelo Road, Waltham, Mass. 02154
  2. In lieu of mailing, bids may be delivered in advance to: The Bids Receiv-  
ing Desk, Bldg. 109S at the above address. Just prior to the bid opening, bids  
may be delivered directly to the Contracting Officer in Bldg. 100A (Library).
  3. Bids will be opened at: Bldg. 100A (Library), 424 Trapelo Road,  
Waltham, Mass.
  4. Bids shall be submitted on Standard Form 21 (Bid Form - Construction  
Contract) and shall be prepared in accordance with Standard Form 22 (Instruc-  
tions to Bidders). The bidder who is awarded the contract will be required to  
execute the standard contract form for construction contracts (Standard Form  
23) attached hereto with Standard Form 23A, General Provisions and Supple-  
ment thereto, which set forth the contract clauses.
  5. Bid guarantee as hereinafter specified in a penal sum of 20% of the bid  
price or \$3,000,000 whichever is the lesser, will be required if the bid price  
is in excess of \$2,000. If the guarantee is submitted in the form of a bid bond,  
Standard Form 24 will be used and the bid bond penalty may be expressed in  
terms of a percentage of the bid price or may be expressed in dollars and cents.
- Description of Work. The work to be done consists of furnishing all plant,  
labor, materials, and equipment and performing all work required for the  
removal and disposal of all material in the shoal areas of Milford Harbor  
within the work limits as shown hatched on the drawings referred to in  
Paragraph SF-3. Dredging will be to a required depth of 10 feet in the entrance  
channel and anchorage, 9 feet in the Fish & Wildlife anchorage, and 8 feet in  
the inner channel and anchorage. Dredged material may be deposited on shore  
spoil areas or in an approved offshore public dumping ground.

BIDS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION  
AS REQUIRED BY THIS INVITATION FOR BIDS, INCLUDING ATTACHMENTS.  
THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED  
IN 18 U.S.C. 1001.

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U.S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

1. Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use on the work.
2. Bidders are required to acknowledge receipt of all amendments to this invitation on the Bid Form (Standard Form 21) in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all amendments may cause the rejection of the bid.
3. If the bidder, by checking the appropriate box provided therefor in this bid, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, he may be requested by the Contracting Officer to furnish a completed Standard Form 119, "Contractor's Statement of Contingent or Other Fees for Soliciting or Securing Contract." If the bidder has previously furnished a completed Standard Form 119 to the office issuing this Invitation for Bids, he may accompany his bid with a signed statement, (a) indicating when such completed form was previously furnished, (b) identifying by number the previous invitation for bids or contract, if any, in connection with which such form was submitted, and (c) representing that the statements in such previously furnished form are applicable to this bid.
4. Modifications Prior to Date Set for Opening Bids. - The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Division Engineer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.
5. The Government further reserves the right to make award on any or all schedules of any bids, unless the bidder qualifies such bid by specific limitation; also to make award to the bidder whose aggregate bid on any combination of bid schedules is low. For the purpose of this Invitation for Bids, the word "item," as used in paragraph 10 (c) of Standard Form 22, shall be considered to mean "schedule."
6. Repeal of Federal Transportation Tax on Property. - Section 4, Tax Rate Extension Act of 1958, (Act 30 June 1958, Public Law 85-475), in part repealed the Federal excise tax on the transportation of property effective with respect to amounts paid for such transportation on and after August 1958.

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

Accordingly, any bid price(s) submitted hereunder which include freight charges should exclude any amount(s) for Federal excise tax on the transportation of property.

Wherein these instructions conflict with Clause 26, "Federal State and Local Taxes," of the General Provisions (Construction Contracts) S. F. 23A, June 1964 Edition, these instructions will govern.

7. Notice Regarding Buy American Act (Sept. 1962) - a. The Department of Defense has changed its Buy American Act rules. Generally speaking, exception from the Buy American Act will be permitted only in the case of non-availability of domestic construction materials. A bid or proposal offering non-domestic construction material will not be accepted unless specifically approved by the Office of the Secretary of Defense.

b. Where it is proposed to furnish non-domestic construction material, bids or proposals shall set forth an itemization of the quantity, unit price, and intended use of each item of such non-domestic construction material. When offering non-domestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a non-domestic construction material to be acceptable under this paragraph will cause rejection of the entire bid.

8. Affiliated Bidders. - a. Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the others, or (ii) a third party controls or has the power to control both.

b. Each bidder shall submit upon request of the Government an affidavit containing information as follows:

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

- (i) whether the bidder has any affiliates
- (ii) the names and addresses of all affiliates of the bidder;
- (iii) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of his affiliates, and whether as common officers, directors, stockholders holding controlling interest, or otherwise.

Failure to furnish such an affidavit promptly upon request may result in rejection of the bid.

9. Parent Company Statement. - Bidders must execute the statement attached to and forming a part of the Bid Form furnishing information as to Parent Company and Employer Identification Number and submit one executed copy with the bid if the amount of the bid exceeds \$10,000. This requirement is in addition to the information required under the provisions of the Affiliated Bidders clause above.

10. Sets of drawings, full size, and of specifications will be furnished upon receipt of payment of \$1.00 per set. If individual plan sheets are requested, they will be furnished at the rate of \$0.50 for full size sheets, but with a minimum charge of \$1.00. The maximum charge shall not exceed the charge for a full set of plans. No refund of payment for drawings will be made and the drawings need not be returned to the Division Engineer. Additional copies of the specifications alone will be furnished an applicant at the rate of \$1.00 per copy. Payments will be made by cash, check or money order and delivered to the Finance and Accounting Officer, Corps of Engineers, Department of the Army, 424 Trapelo Road, Waltham, Mass. 02154. Checks and money orders should be made payable to "Treasurer of the United States." If the project is cancelled or no award is made under this invitation, upon request, refund of the payment for the plans and specifications will be made upon return thereof to the issuing office, all charges pre-paid.

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

11. Technical inquiries regarding the plans and specifications during the bidding period shall be made to Mr. Angelo Mauriello, Waltham, Mass., 894-2400, Ext. 533, or Mr. C. F. Sullivan, Waltham, Mass., 894-2400, Ext. 307 or 308.

12. Performance of Work by Contractor. - (Par. SF-17). - Each bidder shall submit a description of the work which he will perform with his own organization, the percentage of the total work this represents, and the estimated cost thereof.

13. Safety Requirements. - Clause 40 of the General Provisions, (Standard Form 23-A) incorporates and makes a part of the contract the Corps of Engineers Manual, EM 385-1-1, dated 13 March 1958, entitled "General Safety Requirements" as amended. Such requirements will be strictly enforced and adhered to by the contractor. Those bidders who do not have a copy of this manual or are not aware of its contents may familiarize themselves with its provisions by contacting the Government Inspector at the site or by visiting the Division Office in Waltham, Mass. Copies of this manual will be furnished the successful bidder after contract award has been made.

14. Pre-Award Information. - Each bidder shall, upon request of the Contracting Officer, furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the bidders ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

a. The name and address of the office or firm under which such similar work was performed.

b. A list of key personnel available for the instant project and their qualifications.



READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

c. A copy of the bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial statement is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

d. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed.

PART I  
SPECIAL PROVISIONS  
(Index)

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
SF-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK	SF-1
SF-2	LIMITED DAMAGES	SF-1
SF-3	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS	SF-1
SF-4	PHYSICAL DATA	SF-2
SF-5	RATES OF WAGES	SF-3
SF-6	VARIATIONS IN ESTIMATED QUANTITIES	SF-4
SF-7	LAYOUT OF WORK	SF-4
SF-8	MISPLACED MATERIAL	SF-5
SF-9	SIGNAL LIGHTS	SF-5
SF-10	PROJECT BULLETIN BOARD	SF-5
SF-11	CONTINUITY OF WORK	SF-6
SF-12	INSPECTION	SF-6
SF-13	FINAL EXAMINATION AND ACCEPTANCE	SF-7
SF-14	SHOALING	SF-8
SF-15	ACCOMMODATIONS AND MEALS FOR INSPECTORS	SF-8
SF-16	AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER	SF-8

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
SF-17	PERFORMANCE OF WORK BY CONTRACTOR	SF-8
SF-18	PAYMENT	SF-9
SF-19	EQUAL OPPORTUNITY--COMPLIANCE REPORT	SF-9
SF-20	ACCIDENT PREVENTION	SF-9
SF-21	SITE OF THE WORK	SF-10
SF-22	PLANT	SF-10
SF-23	PERFORMANCE AND PAYMENT BONDS	SF-11
SF-24	CLEANING-UP	SF-11
SF-25	CONTRACTOR INSPECTION SYSTEM	SF-12

## PART I

### SPECIAL PROVISIONS

SP-1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. - a. The contractor will be required to commence work under this contract within 30 calendar days after the date of receipt by him of notice to proceed, to prosecute the said work at an average rate of not less than 30,000 cubic yards for each 30 calendar days and to complete it within the number of days after the limiting date fixed for commencement, determined by applying the average rate above stipulated to the total quantity of material actually removed and to be paid for under the contract; provided, that the quantity of material removed in any 30 calendar day period shall in no case be less than 20,000 cubic yards; provided further, that no waiver by the Contracting Officer of any failure of the contractor to make in any such period or series of such periods, the rate of progress required by this paragraph shall be constructed to relieving the contractor from the obligation to make up the deficiency in future 30 day periods and to complete the entire work within the time allowed by the contract. The time thus determined for completion shall include final clean-up of the premises.

b. No work will be required between 1 January 1967 and 15 March 1967 inclusive. At the discretion of the contractor, work may be performed during all or any part of this period, upon giving prior written notice to the Contracting Officer, but whether or not work is performed no part of the period above designated will be considered in computing the time allowed for completion.

SP-2. LIQUIDATED DAMAGES. - In case of failure on the part of the contractor to complete the work within the time fixed in the contract or any extension thereof, the contractor shall pay to the Government as liquidated damages, pursuant to the clause of the contract entitled "Termination for Default - Damages for Delay - Time Extensions", the sum of \$50 for each day of delay.

SP-3. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. - a. Three (3) sets of large scale contract drawings, maps and specifications will be furnished the contractor without charge, except for applicable publications incorporated into the Technical Provisions by reference. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps,

all of which form a part of these specifications and are available in the office of the New England Division, Corps of Engineers, 424 Trapelo Road, Waltham, Mass.

<u>Drawing No.</u>	<u>Sheet No.</u>	<u>Title</u>	<u>Rev. No.</u>
M.D. -395	1 & 2	Milford Harbor, Connecticut Maintenance Dredging 10-Foot Entrance Channel and Anchor- age and 8-Foot Inner Channel and Anchorage	

b. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

c. The contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. The contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

SE-4. PHYSICAL DATA. - Information and data furnished or referred to herein are furnished for the contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusions drawn therefrom by the contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by hydrographic surveys, and aerial photography.

b. Tide and Weather Conditions. The mean range of tide in Milford Harbor is 6.6 feet and the spring range is 7.6 feet. That part of the work inside the breakwaters is protected from storms and destructive wave action. The outer part of the work and the route to the offshore dumping ground are exposed to wind and wave action.

c. Condition of Channels and Anchorages. Maintenance dredging was last performed in the channels and anchorages to project depth in 1956. There are no known cables crossing the site of the work. There are shellfish beds in the vicinity of the work and on the route to the dumping ground. The contractor shall investigate, locate and protect all shellfish beds and grounds established for oysters, scallops and clams which are under control of the State, county or municipality along the route of dredging and disposal operations. He shall obtain all necessary permits and so conduct his work that no justifiable claim may arise based on alleged damage to those beds. Dredging within the Fish and Wildlife anchorage will be coordinated with the Laboratory Director of the Biological Laboratory to insure no damage occurs to live storage basket suspension dock and other laboratory structures. Existing conditions are believed to be as shown on the maps referred to in Paragraph SF-3.

d. Channel Traffic. The channel is used daily by oyster boats. In addition, during the summer months, a large number of recreational boats use the harbor.

e. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the Provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable water or on the shore.

SF-5. RATES OF WAGES. -a. The minimum wages, including basic hourly rates of pay and fringe benefit payments, applicable to laborers and mechanics performing work on this project are set forth in Predetermination Decision No. AG-5349 dated 2 December 1956 issued by the Secretary of Labor in accordance with the Davis-Bacon Act, Labor Standards Provisions 1 of Standard Form 19-A. A copy of the above decision is attached at the end of these Special Provisions. NOTE: The wage rates set forth at the end of these Special Provisions do not comprise the complete decision. In addition to the wage rates set forth, the complete decision of the Secretary of Labor contains

wage rates for other classes of laborers and mechanics. Because it does not appear that the work called for by this invitation for bids will require the use of such other classes, the wage rates applicable to them have not been reprinted. However, in the event any such classes of laborers or mechanics actually are employed to perform work under the contract resulting from this invitation for bid, payment will be required as specified in the clause entitled "Davis-Bacon Act" at wage rates contained in the complete decision of the Secretary of Labor. Bidders desiring the complete decision may request it from the Contracting Officer.

SF-6. VARIATIONS IN ESTIMATED QUANTITIES. - a. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen (15%) percent above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. The above variation in quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as "allowable overdepth".

b. If the parties fail to agree upon an equitable adjustment in the contract price or time, the dispute shall be determined as provided in the clause of the contract entitled "Disputes".

SF-7. LAYOUT OF WORK. - The contractor shall lay out his work from Government-established ranges and gages and shall be responsible for all measurements in connection therewith. The contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the ranges and gages established by the Government. The contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them.

If such marks are destroyed by the contractor, or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the contractor.

SP-8. MISPLACED MATERIAL. - Should the contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance, which in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation, the contractor shall recover or remove the same with the utmost dispatch. The contractor shall give immediate notice, with description and location of such obstruction, to the Contracting Officer or inspector and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer and the cost of such removal may be deducted from any money due or to become due the contractor, or may be recovered under his bond. The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et. seq.).

SP-9. SIGNAL LIGHTS. - The contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed on towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipes or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant, U. S. Coast Guard (33 C.F.R. 80.13-20.31a and 33 C.F.R. 95.51-95.70)

SP-10. PROJECT BULLETIN BOARD. - The contractor shall furnish, install, and maintain during the life of the project, a sheltered bulletin board. The bulletin board shall be mounted, where and as approved by the Contracting Officer, in a prominent place accessible to all employees. The bulletin board shall remain the property of the contractor and shall be removed by him upon completion of the contract work. The following information, which will be furnished by the



Government to the contractor, shall be posted on the bulletin board and shall be maintained by the contractor in easily readable condition at all times for the duration of the contract.

a. The Equal Employment Opportunity Poster and Standard Form 38, "Notice to Labor Unions or Other Organization of Workers" (when applicable) as required by General Provisions (Standard Form 23A) Clause 21, "Non Discrimination in Employment".

b. The schedule of minimum wage rates for the contract as required by Labor Standards Provisions (Standard Form 19A) Provision 1, "Davis-Bacon Act", with the minimum wage rates poster (Form SOL-155).

SP-11. CONTINUITY OF WORK. - No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

SP-12. INSPECTION. - The inspectors will direct the maintenance of the gages, ranges, location marks and limit marks in proper order and position, but the presence or absence of the inspector shall not relieve the contractor of responsibility for the proper execution of the work in accordance with the specifications. The contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the contractor will not be required to furnish such facilities for the surveys, prescribed in the clause entitled "Final Examination and Acceptance".

b. To furnish on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds.

c. To insure that all scows be kept in good condition, the coamings repaired and particular attention shall be paid to proper closure and water-tightness of pocket doors to eliminate any seepage or leakage of material.

d. To insure that all pipelines for hydraulic dredges be kept in good condition at all times and any leaks or breaks must be promptly and properly repaired.

Should the contractor, refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer and the cost thereof will be deducted from any amounts due or to become due the contractor.

SE-13. FINAL EXAMINATION AND ACCEPTANCE. (a) - As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or lack of contract depth be disclosed by this examination, the contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The contractor or his authorized representative will be notified when soundings and/or sweepings are to be made and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoal disclosed at a prior sounding or sweeping the cost of such third and any subsequent sounding or sweeping operations will be charged against the contractor at the rate of \$400 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be re-opened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

SP-14. SHOALING. - If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the contractor and the Contracting Officer.

SP-15. ACCOMMODATIONS AND MEALS FOR INSPECTORS. - a. The contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted and shall have a desk which can be locked, a comfortable chair for each inspector, and washing conveniences. The entire cost to the contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the contractor.

b. If the contractor maintains on this work, an establishment for the subsistence of his own employees, he shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at the rate of 75 cents per person for each meal.

SP-16. AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. - The area engineer is the authorized representative of the Contracting Officer for the purpose of issuing instructions and modifications pursuant to Clause 3, Changes, of the General Provisions. The area engineer may execute on behalf of the Contracting Officer, contract modifications where the amount involved in each instance does not exceed \$5,000.

SP-17. PERFORMANCE OF WORK BY CONTRACTOR. - The contractor shall perform on the site and with his own organization, work

equivalent to at least 75% of the total amount of the work to be performed under the contract. If during the progress of the work hereunder, the contractor requests a reduction in such percentage, and the Contracting Officer determines that it would be to the Government's advantage, the percentage of the work required to be performed by the contractor, may be reduced, provided, written approval of such reduction is obtained by the contractor from the Contracting Officer.

SF-18. PAYMENT. - Payment for the item listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, and materials and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs in connection with work not specifically mentioned in the Bidding Schedule, shall be included in the contract price for the item listed.

SF-19. EQUAL OPPORTUNITY--COMPLIANCE REPORT. - a. The regulations of the Office of Federal Contract Compliance, U. S. Department of Labor, require that any prime contractor or subcontract having a contract, subcontract or purchase order amounting to \$50,000.00 or more (\$100,000.00 or more if solely for standard commercial supplies or raw materials) and having 50 or more employees (both permanent and temporary) file annually Standard Form 100, Employer Information Report EEO-1, in accordance with the instructions attached to the form.

b. The prime contractor shall, within seven days after award of a subcontract, either by himself or a subcontractor, furnish the Resident or Area Engineer for the Contracting Officer, ENG Form 3192 with the information required by Clause 36 of the General Provisions.

c. The prime contractor and his subcontractor prior to the award of any subcontract over \$10,000 shall obtain from the proposed subcontractor, a representation, on NED Form 521, signed by the subcontractor indicating submission of required compliance reports. The contractor shall furnish these representations to the Resident or Area Engineer for the Contracting Officer within seven days after award of the subcontract.

SF-20. ACCIDENT PREVENTION. - a. Contractor's Proposals. - The contractor's proposals for effectuating the requirements of Clause 40 shall be submitted in quadruplicate to the Contracting Officer's representative, prior to commencement of work.

SE-21. SITE OF THE WORK. - Definition of "Site of the Work" for purposes of the provisions of the Davis-Bacon Act, 40 U.S.C. 276a.

The Comptroller General of the United States, in Decision B-146076, dated 26 July 1963, issued an opinion which conflicts with the long established ruling of the Solicitor of Labor defining the "site of the work."

Pending resolution of this difference, the Department of Defense position is to follow the ruling of the Solicitor of Labor that the "Site of the Work" refers to the site of the contract work and includes not only the limited physical area where the structure of improvement is erected or built but also certain other operations set up exclusively to furnish materials for the construction project. Accordingly, wages paid in connection with such operations shall be not less than the minimum wage rates, with appropriate adjustment for overtime hours established by the Secretary of Labor and included in the contract. The contractor must maintain complete payroll records for all employees working at these temporary facilities and must submit to the Contracting Officer weekly payrolls for said employees.

These tests to be used in determining whether such a facility is within the coverage of the Act are basically:

(1) whether the facility is temporary and established virtually exclusively to meet the needs of the contract, or a series of contracts on an integrated project, rather than to serve the public generally;

(2) whether the facility is located in the general area of the construction; and

(3) whether the facility is integrated with the construction needs.

Any failure of the contractor to comply with the above may, pursuant to Clauses 6 and 7 of the Labor Standards Provisions (Standard Form 19-A), result in the Government terminating the contract or withholding from the contract amount funds necessary to assure proper wage payment.

SE-22. PLANT. - The contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall

be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications and the plant shall be subject to inspection by the Contracting Officer at all times.

All floating plant, including two boats used for towing to and from proposed dumping grounds shall be certified by the U. S. Coast Guard, if required, or examined by a reputable marine surveying firm and a certificate or affidavit attesting to the seaworthiness of such floating plant shall be conspicuously posted on board. In addition, all operators of such craft shall be so certified by the U. S. Coast Guard, if required. Such certification shall be readily available for inspection by the Contracting Officer or his designated representative. All such certificates for both vessels and operators shall be renewed yearly.

SF-23. PERFORMANCE AND PAYMENT BONDS. - Within ten (10) days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and, if the contract price exceeds \$2,000, two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). Each form shall show the contract number of which the bond applies. The penal sums of such bonds will be as follows:

a. Performance Bond. - The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

b. Payment Bond. - (1) When the contract price is \$1,000,000 or less, the penal sum will be fifty percent (50%) of the contract price.

(2) When the contract price is in excess of \$1,000,000, but not more than \$5,000,000 the penal sum shall be forty percent (40%) of the contract price.

(3) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

Any bonds furnished will be furnished by the contractor to the Government prior to commencement of contract performance.

SF-24. CLEANING-UP. - The contractor is referred to the General Provisions of this contract entitled "Cleaning-Up". In addition to the responsibilities set forth therein, the contractor must, upon physical

completion and acceptance of the dredging project, remove all his equipment, floating plant, and materials from the area of the project. The Contracting Officer will not make final payment unless he is satisfied that the contractor has left the area free from equipment and materials which destroy the attractiveness of the project or adjacent area. The contractor must furnish to the Contracting Officer written permission from the property owners to store equipment after completion of the project, if waiver of the foregoing requirement is desired. Floating plant shall not be allowed to remain in the channels and local anchorages under any circumstances.

SP-25. CONTRACTOR INSPECTION SYSTEM: The Contractor shall provide and maintain an effective Quality Control program that complies with the General Provisions of the contract entitled "Contractor Inspection System." (Standard Form 23a)

a. The Contractor shall establish a quality control organization to perform sufficient inspection and tests of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings, with respect to the materials, workmanship, construction, finish, functional performance and identification. This control, as required by General Provisions 9, 10 and 11 of the contract, will be established except where the technical provisions of the contract provide for specific Government control by inspections, tests or other means, and will specifically include the inspections by the Contractor required in the technical provisions.

b. In general, inspection and tests required under this provision may be provided by supervisory employees of the contractor. No special contractor inspection staff will be required except where the services of a testing laboratory or special technicians are required by the technical provisions of this specification.

c. The contractor shall furnish to the Government within 5 days after receipt of the Notice to Proceed, a quality control plan which shall include the procedures, instructions, and reports to be used. This document will include as a minimum:

- (1) The inspection organization
- (2) Number and qualifications of inspectors to be used

- (3) Authority and responsibilities of inspectors
- (4) Methods of inspection, including subcontractor's work
- (5) Test methods including, as specified, name of qualified testing laboratory to be used
- (6) Methods of documenting inspection and testing
- (7) A copy of a letter of direction to the contractor's representative responsible for the quality control inspection, outlining his duties and responsibilities, and signed by a responsible officer of the firm.

d. After the contract is awarded and before construction operations are started, the contractor shall meet with the Contracting Officer, or his representative, and discuss the quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the inspections, administration of the system, and the interrelationship of contractor and Government inspection.

e. Unless specifically authorized by the Contracting Officer, no construction will be started until the contractor's inspection plan is approved.

f. All compliance inspections will be recorded, including but not limited to the specific items required in each technical section of the specifications.

g. If recurring deficiencies in an item or items being inspected indicate that the inspection system is not providing adequate quality control, such corrective actions will be taken as directed by the Contracting Officer.

2 Incls

Wage Rate Schedule

Dumping Ground Map



DEPARTMENT, AGENCY, OR BUREAU AEC, ARMY, CPA, FAA(AS), FAA(IGMS) FIA,  
GSA, NAVY, NHA, NHA, NIA, UP, STATE, HAY, DEPT., CG, POD, NIH, OE,  
NAME OF EMPLOYEE *Michael Warner, Michael*  
STATE CONNECTICUT COUNTY NEW HAVEN  
DESCRIPTION OF WORK:

DECISION NO. AG-5349  
DATE OF DECISION 12-2-66  
EXPIRES 4-1-67  
SUPERSEDES DECISION NO.

Maintenance Dredging

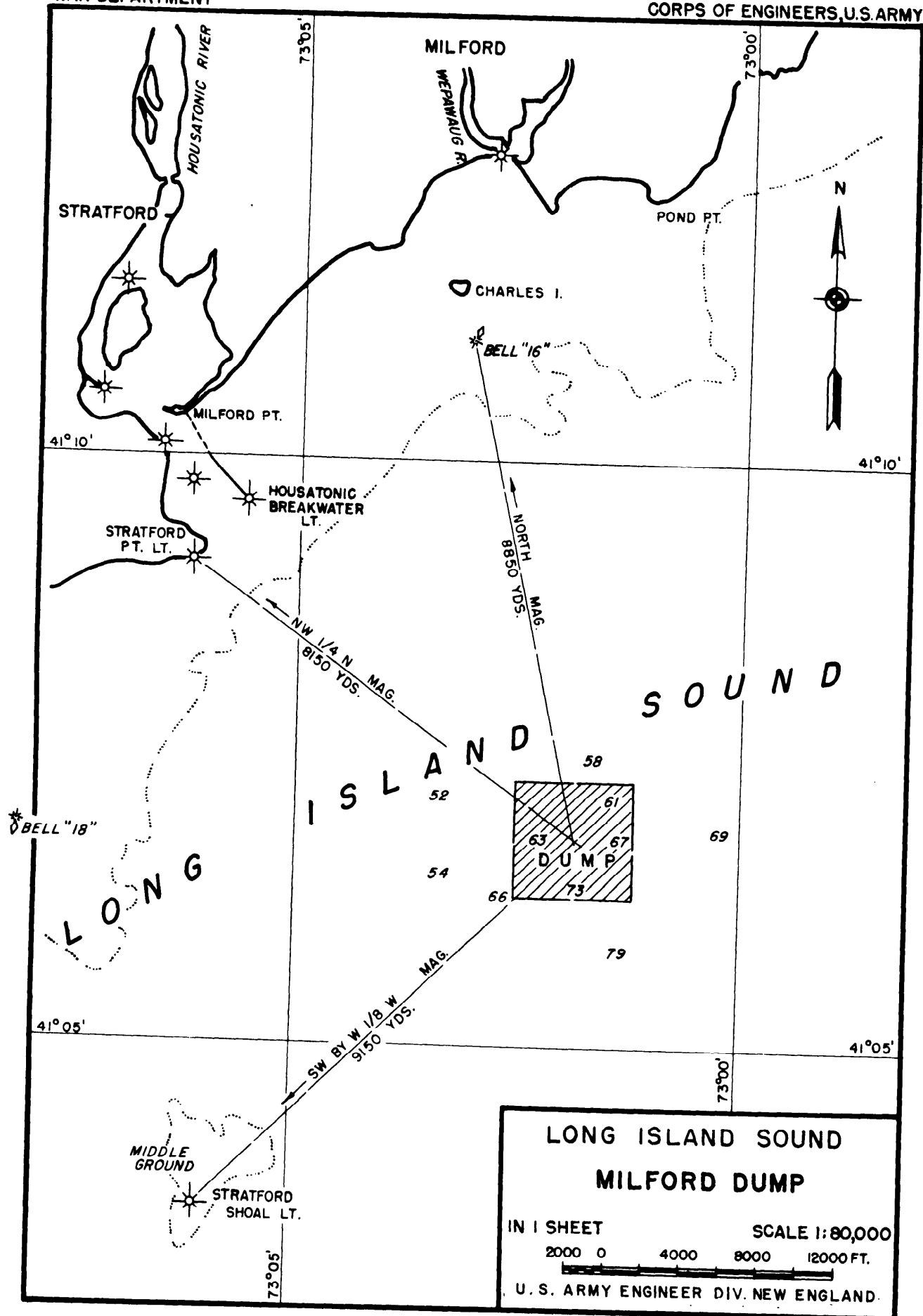
Dredge 1-At1-F

	Basic Hourly Rates	Fringe Benefits Payments				
		M & W	Pensions	Vacation	App. Tr.	Others
<u>Dinner and Clamshell Dredges</u>						
Operators and Engineers	\$4.445	.10	.10	a + 5%		
Cranemen	4.32	.10	.10	a + 5%		
Maintenance Engineers	4.22	.10	.10	a + 5%		
Welders	4.12	.10	.10	a + 5%		
Mates	3.82	.10	.10	a + 5%		
Oilers; Firemen; Welder's Helpers	3.36	.10	.10	a + 5%		
Deckhands	3.21	.10	.10	a + 5%		
Scowmen	3.16	.10	.10	a + 5%		
<u>Hydraulic Dredges</u>						
Levermen; Engineers; Derrick Ops.	4.32	.10	.10	a + 5%		
Maintenance Engineers	4.22	.10	.10	a + 5%		
Dredge: Carpenters-Electricians-Welders- Blacksmiths-Boilermen	4.12	.10	.10	a + 5%		
Mates	3.82	.10	.10	a + 5%		
Oilers; Firemen; Carpenter's Helpers; Welder's Helpers; Blacksmith's Helpers	3.36	.10	.10	a + 5%		
Dredge: Deckhands; Shoremen	3.16	.10	.10	a + 5%		
Tug: Engineers	3.97	.10	.10	a + 5%		
Tug: Deckhands	3.21	.10	.10	a + 5%		
<u>Drill Boats</u>						
Engineer	4.2975	.10	.10	a + b		
Blaster	4.37	.10	.10	a + b		
Driller; Welder; Machinist	4.29875	.10	.10	a + b		
Firemen	4.095	.10	.10	a + b		
Oiler	3.99125	.10	.10	a + b		
Helper	3.99125	.10	.10	a + b		
<u>Footnotes:</u>						
a. 8 paid holidays						
b. (6-1/2) days of vacation with pay for one hundred four (104) days of service, one additional day of vacation with pay for each additional 21-2/3 days of service, all in one calendar year. Employees not qualifying for vacation to receive one day's vacation with pay for each full 24 days of service in one calendar year.						

Footnotes:

a. 8 paid holidays

b. (6-1/2) days of vacation with pay for one hundred four (104) days of service, one additional day of vacation with pay for each additional 21-2/3 days of service, all in one calendar year. Employees not qualifying for vacation to receive one day's vacation with pay for each full 24 days of service in one calendar year.



PART II  
TECHNICAL PROVISIONS  
(Index)

<u>Paragraph No.</u>	<u>Paragraph Title</u>	<u>Page No.</u>
1.	WORK COVERED BY CONTRACT PRICE	TF-1
2.	ORDER OF WORK	TF-1
3.	CHARACTER OF MATERIALS	TF-1
4.	DISPOSAL OF EXCAVATED MATERIAL	TF-1
5.	OVERDEPTH AND SIDE SLOPES	TF-2
5.1	Overdepth	TF-2
5.2	Side Slopes	TF-2
5.3	Excessive Dredging	TF-2
6.	MEASUREMENT AND PAYMENT	TF-3
7.	INSPECTION	TF-3

## PART II

### TECHNICAL PROVISIONS

#### 1. WORK COVERED BY CONTRACT PRICE.

1.1 The contract price per cubic yard for dredging shall include the cost of removal and disposal of all materials as specified herein or indicated on the maps and drawings.

2. ORDER OF WORK. The contractor shall start and complete the work in such order of precedence as may be prescribed by the Contracting Officer. In general, the contractor will be required to conduct his operations in such a manner as to present the least amount of interference with boating interests in the harbor.

3. CHARACTER OF MATERIALS. The material to be removed to restore the depth within the limits specified on the maps referred to in Paragraph SF -3 is that composing the shoaling that has occurred since the channel was last dredged. Bidders are expected to examine the site of the work and decide for themselves the character of the materials.

#### 4. DISPOSAL OF EXCAVATED MATERIAL.

4.1 The dredged material, if excavated by the bucket method, shall be transported and deposited at the public dumping ground in Long Island Sound. The nearest public dumping ground is shown on the inclosed map and is described as follows:

Milford Dumping Ground - An area one nautical mile square, the sides of which run True North and South and True East and West. The center is at a point with Charles Island Rock Lighted Bell Buoy No. 15 bearing True 343° (North Magnetic) distant 8850 yards; Stratford Point Light bearing True 306° (NW 1/4 N Magnetic) distant 3150 yards and Stratford Shoal Middle Ground Light bearing True 225° (SW by W 1/8 W Magnetic) distant 9150 yards. The depth of water ranges from 51 to 57 feet at mean low water. In depositing material within the area designated, the work will be conducted so as to leave, at mean low water, a depth of not less than 9 fathoms. The maximum distance from the project site to the sea disposal area will not exceed 6-1/2 nautical miles and the average distance will not exceed 6 nautical miles. Except as otherwise authorized by the

Contracting Officer in writing, no dumping shall be done unless an inspector appointed by the Contracting Officer is present at the time. The contractor must obtain a permit from the Supervisor of the Harbor of New York before dumping can be done in the Milford dumping ground.

4.2 Bids received will be based on utilizing only the above-described sea and shore spoil area. Alternate areas will not be considered until after the award of the contract.

4.3 If, after the award of the contract, disposal areas other than those stipulated in these specifications are proposed, their acceptance will be subject to the approval of the Contracting Officer after an adjustment of the contract price, if found necessary by the Contracting Officer to protect the Government interests. The contractor shall obtain the written consent of the owners of the substituted grounds and furnish evidence thereof to the Contracting Officer. All expenses incurred in connection with providing and making available such disposal areas shall be borne by the contractor, and all materials deposited thereon and all operations in connection therewith shall be at the contractor's risk.

4.4 Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer will not be paid for, and the contractor may be required to remove such misplaced material and deposit it where directed at his expense.

## 5. OVERDEPTH AND SIDE SLOPES

5.1 Overdepth. To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

5.2 Side Slopes. Material actually removed, within limits approved by the Contracting Officer, to provide for final side slopes, not flatter than one vertical on three horizontal, but not in excess of the amount originally laying above these limiting side slopes will be estimated and paid for whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side slope dredging an overdepth of one foot measured vertically will be used.

5.3 Excessive Dredging. Material taken from beyond the limits as extended in the provisions 5.1 and 5.2 above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoal performed

in accordance with the applicable provisions fo either SP-13, FINAL EXAMINATION ANDACCEPTANCE, or SP-14, SHOALING.

## 6. MEASUREMENT AND PAYMENT.

6.1 The total amount of material removed and to be paid for under the contract, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last survey made before dredging and the bottom surface shown by the soundings of a survey made as soon as practical after the entire work specified has been completed or any section thereof (if the work is divided into sections) and included within the limits of the overdepth and side slopes described in Paragraph 5, less any deductions that may be required for misplaced material described in Paragraph 4.4.

6.2 The maps and/or drawings already prepared (Paragraph SP-3, "Contract Drawings, Maps and Specifications") are believed to represent accurately average existing conditions, but the depths shown therein may be verified and corrected by soundings, taken before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by place measurement to be paid for in the area specified, after having once been made, will not be reopened; except on evidence of collusion, fraud or obvious error.

6.3 Monthly partial payments will be based on daily inspector's reports as approved by the Contracting Officer. The inspector's reports are to be used for partial payments only and will not form the basis for acceptance of the work. Fifty percent of the estimated allowable overdepth will be withheld until after the final survey. The final survey for any section established for acceptance will be made as soon as practicable after completion of that section, and final maps furnished, and payment will be made to the contractor.

## 7. INSPECTION

7.1 The contractor shallinspect for compliance with contract requirements and record the inspection of all operations including but not limited to the following:

(1) Spoil Disposal Dikes (adequacy, stability, surveillance for breaks, maintenance).

(2) Discharge effluent (density control, periodic sampling, spillway operation, and leaks in pipelines).

(3) Dredged Material (character, type, samples, classification).

7.2 A copy of the records of inspections and report of operations will be furnished the Government as directed by the Contracting Officer.

7.3 A copy of the records of inspections and tests as well as the records of corrective action taken, will be furnished the Government as directed by Contracting Officer.

**BID FORM**  
**(CONSTRUCTION CONTRACT)**

Serial No. DACW 33 67-B-  
0036

*Read the Instructions to Bidders (Standard Form 22)*  
*This form to be submitted in duplicate*

DATE OF INVITATION

**3 February 1967**

NAME AND LOCATION OF PROJECT

Maintenance Dredging in Milford  
Harbor, Connecticut

NAME OF BIDDER (Type or print)

(Date)

TO: Division Engineer  
New England Division, Corps of Engineers  
424 Trapelo Road  
Waltham, Massachusetts 02154

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for

Maintenance Dredging in Milford Harbor, Connecticut

in strict accordance with the General Provisions (Standard Form 23-A), Labor Standards Provisions Applicable to Contracts in Excess of \$2,000 (Standard Form 19-A), specifications, schedules, drawings, and conditions, for the following amount(s)

Set forth in attached Schedule ENG Form 1618-R

Supplement to Bid Form, pages numbered 1 through 3, attached hereto, forms a part of this bid as does attached Unit Price Schedule and Plant and Equipment Schedule.

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within calendar days ( 30 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance and payment bonds on Government standard forms with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within  
30 calendar days after the date of receipt of notice to proceed, and to complete the work within  
\* calendar days after the date of receipt of notice to proceed.

\*For completion date or dates see Paragraph SP-1 of the specifications.

(Continue on other side)



**Receipt of Amendments:** The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

The bidder represents (Check appropriate boxes):

- (1) That he ☐ is, ☐ is not, a small business concern. (For this purpose, a small business concern is a business concern, including its affiliates, which (a) is independently owned and operated, (b) is not dominant in the field of operation in which it is bidding on Government contracts, and (c) had average annual receipts for the preceding three fiscal years not exceeding \$7,500,000. For additional information see governing regulations of the Small Business Administration.) (FOR DREDGING INDUSTRY \$5,000,000)
- (2) (a) That he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) that he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)
- (3) That he ☐ has, ☐ has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order No. 10925 or the clause contained in Section 201 of Executive Order 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
- (4) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, incorporated in State of \_\_\_\_\_

Enclosed is bid guarantee, consisting of _____		in the amount of _____
NAME OF BIDDER (Type or print)	FULL NAME OF ALL PARTNERS (Type or print) (WITH RESIDENTIAL ADDRESSES)	
BUSINESS ADDRESS (Type or print)		
BY (Signature in ink. Type or print name under signature)		
TITLE (Type or print)		

**DIRECTIONS FOR  
SUBMITTING BIDS**

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows: Division Engineer, U.S. Army Engineer Division, New England  
424 Trapelo Road, Waltham, Mass. 02154  
Bids may be delivered in advance to the Bids Receiving Desk in Bldg. 109S at the above address, or delivered directly to the Contracting Officer in Bldg. 100A (Library) just prior to the bid opening.

**CAUTION:** Bids should not be qualified by exceptions to the bidding conditions.

UNIT PRICE SCHEDULE  
(To be attached to Bid Form)

Item	Description	Estimated Quantity	Unit	Price	Estimated Amount
1	Maintenance dredging within the work limits of the 10-foot entrance channel and anchorage, the 9-foot Fish & Wildlife Basin, and the 8-foot inner channel & anchorage	40,000 <sup>(1)</sup>	C. Y.	\$ _____	\$ _____

(1) Includes 23,800 c. y. of one-foot overdepth.

NOTE 1: The extension of the unit price shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.

NOTE 2: All costs in connection with the mobilization and demobilization of the contractor's plant and equipment shall be included in the contract bid price under Item 1 of this Schedule.

ENG Form 1613-R

PLANT AND EQUIPMENT SCHEDULE  
(To be attached to Bid Form)

No.	Type	Capacity	Manufacturer	Age & Condition	Location

Notes: In preparing the above tabulation, the bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page if necessary.

a. Number. - For dredges give identifying number or name.

b. Type. - Under this heading give descriptions as follows: For bucket and dipper dredges show bucket capacity in cubic yards, horse-power of hoist engine, type of power and number of swings per hour; for pipeline dredges show inside diameter of discharge pipe, horsepower of pump engine, and type of power.

c. Capacity. - Under this heading, state the estimated capacity of the plant in cubic yards per month when working materials similar to those which it is anticipated will be encountered in the performance of the work.

The following statement will be executed by all bidders: The plant \*(will, will not) have the facilities for furnishing the meals required by Paragraph SP-15 of the specifications.

\*DELETE INAPPLICABLE PROVISIONS

Eng Form 1619-R

P R E S

SUPPLEMENT TO BID FORM  
(Construction Contract)

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in the bid schedule must be stated or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a prorata basis to every unit price in the bid schedule.

In case of error in the extension of prices, the unit price will govern.

The bidder warrants that he has available or under his control plant of the character and in the amount required to complete the proposed work within the specified time.

It is hereby warranted that in the event award is made to the bidder, there will be furnished under this contract, or used in the performance of the work covered by this contract, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, except as noted below or otherwise indicated in this bid or authorized in the invitation.

The following information is required and should be submitted with your bid if the amount of the bid exceeds \$10,000.00

PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

(a) Bidder represents that he ☐ is, ☐ is not, owned or controlled by a parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

(b) If the bidder is owned or controlled by a parent company, insert in the space below, the name and main office address of the parent company.

---

Name

---

Address

(c) Bidder will provide in the applicable space below, if he has no parent company, his own Employer's Identification Number (E. I. No.) (Federal Social Security Identification Number used on Federal Tax Return) or, if he has a parent company, the E. I. No. of his parent company.

Bidder's E. I. No. \_\_\_\_\_

Parent Company's E. I. No. \_\_\_\_\_

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JUNE 1964)

(a) By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or offeror or with any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

(3) no attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that:

(1) he is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (a) he is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (b) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

(c) This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for procurement which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a)(1), (a)(3), or (b) above has been deleted or modified. Where (a)(2) above has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Secretary, or his designee, determines that such disclosure was not made for the purpose of restricting competition.